

**GENERAL TERMS AND CONDITIONS
FOR PURCHASE OF GOODS AND/OR SERVICES (Asia)**

Parties: These General Terms and Conditions (“**T&C**”) apply to all purchase of goods and/or services by any LyondellBasell Group entities incorporated in Asia excluding China, India and Indonesia (“**Purchaser**”). Seller’s terms and conditions of purchase shall not apply and are expressly rejected except as expressly accepted by Purchaser in writing. “**Seller**” shall be the entity as shown on the purchase contract or purchase order (“**Purchase Order**”) with respect to the purchase of goods (“**Goods**”) and/or services by Purchaser from Seller (“**Services**”). Seller and Purchaser may individually be referred to as a “**Party**” and collectively as the “**Parties**”.

Article 1 – Incoterms: Trade terms shall be interpreted in accordance with the most recent version of “Incoterms” (International rules for the interpretation of trade terms of the International Chamber of Commerce), unless indicated otherwise.

Article 2 – Contract: The Purchase Contract, Purchase Order and these T&C are collectively referred to as the “**Contract**”. No change to any of the terms and conditions of the Contract will be effective unless both Seller and Purchaser have agreed to the change by amending the Contract in writing. In the event of any conflict, ambiguity or uncertainty between the documents of the Contract, order of precedence is as follows:

- Purchase Contract including Annexes (if any)
- Purchase Order and any variation made pursuant to Article 4
- T&C
- Other incorporated documents
- Purchaser’s tender document(s) (if applicable)

Article 3 – Assignments or Subcontracts: Seller shall not assign or subcontract the Contract in whole or in part without Purchaser’s prior written consent.

Article 4 – Change in Scope of Goods and Services: Purchaser shall have the right to request variations of Goods and Services by giving reasonable advance notice. Upon receipt of such notice, Seller shall furnish to Purchaser a written statement containing (i) the amount by which the Contract price will be increased or decreased as the case may be; and (ii) any other effect the variation of the Goods and Services may have on any other provisions of the Contract. If Purchaser agrees with such written statement, it shall notify Seller in writing whereupon the variation of the Goods and Services shall be deemed to be incorporated as part of the Contract.

Article 5 – Time of Delivery: Time is of the essence. Purchaser reserves the right to cancel the Contract or any part of it if Seller has not completed the delivery of the Goods or performance of the Services within the time specified in the Contract (or within a reasonable time if not specified). Seller shall be liable to Purchaser for all loss or damage sustained by Purchaser as a result of Seller’s delay.

Article 6 – Delivery: Purchaser shall be entitled to inspect all the Goods upon or within a reasonable time after delivery of the Goods and reserves the right to reject Goods which fail to conform with the specifications specified in the Contract.

Article 7 – Invoicing and Payment: Seller shall submit invoices in accordance with instructions provided by Purchaser. Unless otherwise agreed in writing between Seller and Purchaser, Purchaser’s payment terms are thirty (30) days from the end of the month in which an invoice is dated following Purchaser’s acceptance of the Goods and Services.

Article 8 – Warranties: Seller represents and warrants that: (i) the Goods and Services provided by Seller in compliance with all applicable standards, codes, specifications, laws, rules, and regulations; (ii) it has good title to the Goods and the Goods are free from any liens and encumbrances; (iii) the Goods and Services shall be free from defects, conform to their description and to any specifications in the Contract, fit for their purpose and of merchantable quality; (iv) Seller shall make good all defects at its own cost and expense which arise from defective design, materials or workmanship for two (2) years from the delivery of the Goods or completion of the Services (as appropriate). If Seller fails to correct such defects within a reasonable time, Purchaser will have the right to correct them and Seller agrees to reimburse Purchaser all out-of-pocket cost so incurred.

Article 9 – Indemnification: Seller agrees to defend, indemnify and hold Purchaser harmless from any claims and lawsuits, including, but not limited to, patent and trademark infringements, torts and criminal charges made against or costs or damages suffered or incurred by Purchaser, its affiliates, and any of their officers, directors and employees, which arise out of or are related to the Contract except to the extent such loss or damages is caused by Purchaser’s gross negligence or willful misconduct.

Article 10 – Confidentiality: Seller shall not, and shall ensure that its employees and contractors do not, at any time, disclose to any third party any information supplied by Purchaser to Seller, including all business, sales, marketing, technical and scientific information, for the purposes of the Contract, except to the extent such information (i) was already lawfully in Seller’s possession prior to disclosure by Purchaser; (ii) was public knowledge (other than through Seller’s fault); (iii) is required to be disclosed pursuant to governmental or judicial process, provided that the notice of such process is promptly provided to Purchaser in order that Purchaser may have every opportunity to intercede in such process to contest such disclosure.

Article 11 – Taxes: Seller shall be responsible for any and all taxes and governmental fees for all sales and services provided under the Contract.

Article 12 – Audit: Seller agrees to maintain all of Seller’s records relating to the quantity, quality, price, cost of, and payment for the Goods and Services sold under the Contract and allow Purchaser to inspect, copy, and audit those records during normal business hours for a period of up to seven (7) years following Seller’s delivery of the Goods and Services.

Article 13 – Supplier Code of Conduct: Seller agrees and accepts that Seller shall comply with Purchaser’s Supplier Code of Conduct which is available at www.LYB.com.

Article 14 – Hazardous Materials: Seller acknowledges that it understands the performance of the Service may involve or may expose persons performing such Services to substances which could be hazardous to human health and/or the environment (“**Hazardous Materials**”). Seller acknowledges that it has experience working with, or in or around chemical facilities containing Hazardous Materials, and is aware of the risk which Hazardous Materials pose to human health or the environment.

Article 15 – Safety: Seller shall perform the Services in a safe and prudent manner in accordance with Purchaser’s safety rules and policies. Seller shall be solely responsible for notifying and training its employees, sub-contractors, and agents with respect to Purchaser’s safety rules and policies and all applicable laws and regulations. If Seller fails to do so, Purchaser is entitled to require Seller to suspend performance of all or any part of the Services until the non-compliance is rectified to Purchaser’s satisfaction and Seller shall not be entitled to an extension of time to complete performance of the Services or to any compensation for additional costs incurred, damages suffered, or for the work time lost during the suspension.

Article 16 – Conflict of Interest:

(a) Without the advance written approval of Purchaser’s senior management, Seller, its employees, sub-contractors or agents shall not (i) give Purchaser’s employees or agents any gifts or entertainment of significant value or any commission, fee or rebate in connection with the Contract, or (ii) enter into any business arrangement with any of Purchaser’s employees or agents.

(b) Seller shall disclose to Purchaser any pre-existing relationships (e.g., family, personal) between Seller’s and Purchaser’s employees who are directly or indirectly associated with the subject matter of the Contract.

Article 17 – Anti-Bribery / Anti-Corruption: Seller represents and warrants that it shall comply with the requirements of the applicable anti-bribery and anti-corruption laws of the jurisdictions under which it is or may be acting hereunder.

Article 18 – Termination: The Contract shall be automatically terminated upon the expiration of the Warranty Period unless early terminated in accordance with this Article 18. A Party shall have the right to terminate the Contract with immediate effect by giving notice to the other Party upon the occurrence of any of the following events: (i) a Party commits a material breach of the Contract and fails to remedy the breach within thirty (30) days of written notice; and (ii) a proceeding for bankruptcy, insolvency or dissolution or similar event is commenced against Seller.

Article 19 – Independent Contractor: Seller is acting as an independent contractor in all respects under the Contract and nothing contained in the Contract shall be deemed to create an agency, employment or joint venture relationship between Seller and Purchaser.

Article 20 – Severability: If any provision of the Contract is determined by a court, arbitral body or institution of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be modified and interpreted so as to make it valid, legal and enforceable and to most nearly approximate original intent of such provision, with the remainder of the Contract remaining in full force and effect.

Article 21 – Governing Law: The Contract shall be governed by the laws of the country in which Purchaser is organized and registered. The provision of the United Nations Convention on Contracts for the International Sale of Goods (1980) as amended from time to time shall not apply. Any dispute arising from or in connection with the Contract shall, if no amicable settlement can be reached through negotiations, be (a) submitted to the competent court of: (i) Hong Kong if Purchaser is a Hong Kong entity; (ii) Tokyo if Purchaser is a Japan entity; (iii) Seoul if Purchaser is a Korea entity; (iv) Singapore if Purchaser is a Singapore entity; (v) Taipei if Purchaser is a Taiwan entity; and (vi) Bangkok if Purchaser is a Thailand entity; and (b) resolved by arbitration in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration if Purchaser is a Malaysia entity.